

ASSIGNMENT**FROM**

GAUTHIER, Dominique and LANOUE, Martin

TO

BELL MOBILITY Inc.

1. DEFINITIONS**(a) "Assignors" means:**

(i) GAUTHIER, Dominique an individual having a place of residence at 338, rue Malouin, Laval, Quebec, H7X 3T7 Canada

(ii) LANOUE, Martin an individual having a place of residence at 980 Du Guyenne, St-Jean-sur-Richelieu, Quebec, J3A 1Y7 Canada

(b) "Assignee" means BELL MOBILITY Inc. a Canadian Corporation having a place of business at Suite 4100, 1000 De La Gauchetière West, Montreal, Quebec, H3B 5H8 Canada

(c) "Invention" means an invention made by the Assignors and entitled, "Method and System of Handoff".

(d) "Rights to the Invention" means, without limitation, all rights, titles, interests and claims of any nature in and to:

(i) the Invention for Canada, the United States of America and all other foreign jurisdictions;

(ii) all Patent Applications for the Invention for Canada, the United States of America and all other foreign jurisdictions ("Patent Applications");

(iii) all Letters Patent that may be obtained for the Patent Applications ("Issued Patents");

(iv) all continuations, continuations-in-part, re-examinations, reissues, requests for continued examination (RCE) and divisions of the Patent Applications and/or Issued Patents; and,

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- (v) the right to claim priority under International Convention and/or Treaties for the Patent Applications and/or Issued Patents.

2. BACKGROUND

- (a) The Assignee wishes to acquire the Rights to the Invention from the Assignors.
- (b) Each of the parties agrees to be bound by the provisions of this Assignment.
- (c) This Assignment replaces and supersedes any prior Assignments, whether oral or in writing, made between the parties, or any of them.

3. THE INVENTION

- (a) In addition to other good and valuable consideration, Assignee paid in hand the sum of one dollar (\$1.00) to the Assignors for the Rights to the Invention.
- (b) The Assignors hereby acknowledge the receipt and sufficiency of the consideration received from the Assignee.
- (c) The Assignors hereby sell, assign and transfer to the Assignee, its successors and assigns, the Assignors' Rights to the Invention.
- (d) The Assignors hereby authorize and request the Commissioner of Patents for Canada to issue Canadian Letters Patent for the Invention to the Assignee, for Assignee's sole use and benefit, to the full end of the term for which Canadian Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- (e) Assignors hereby authorize and request the Commissioner of Patents (or the equivalent) for such other jurisdictions where Assignee files applications for the invention, to issue Letters Patent in that jurisdiction for the Invention to the Assignee, for the Assignee's sole use and benefit, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment not been made.
- (f) Assignors hereby undertake without liability at any time upon request to do everything legally possible to assist the Assignee in the filing and prosecution of any patent application relating to the Invention in any jurisdiction, to sign such documents and do such things as may be required to give effective legal and registered title of the Assignee to the Invention in any jurisdiction, all without further consideration but at the expense of the Assignee.

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4. APPLICABLE LAW AND INTERPRETATION

- (a) The invalidity or unenforceability of any provision of this Assignment will not affect the validity or enforceability of any other provision and the Assignment will be construed as if such invalid provision were omitted.
- (b) The parties agree that there are no representations, warranties, collateral Assignments or conditions affecting this Assignment other than as expressed in this Assignment.
- (c) The provisions of this Assignment are for the benefit of and are binding on the parties and their respective heirs, executors, administrators and assigns.

STATEMENT BY WITNESS

Signed in the presence of:

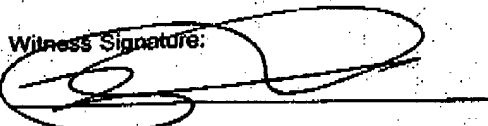
NICHOLAS PAYANT

Having a Full Postal Address of:

109 Boul. POMPIDOULA PRAIRIE, QC, J5R 5K7

I hereby declare that I was personally present and did see GAUTHIER, Dominique who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature:

**STATEMENT BY WITNESS**

Signed in the presence of:

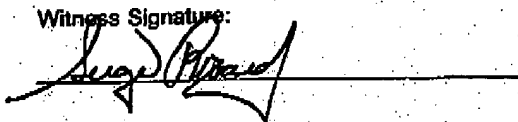
SERGE RIVARD

Having a Full Postal Address of:

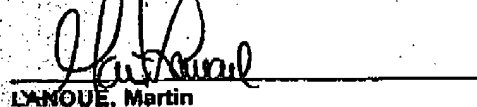
138 KING-EDWARDST-LAMBERT, QC J5R 2E1

I hereby declare that I was personally present and did see LANOUE, Martin who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature:

**SIGNATURE OF GAUTHIER, Dominique**
GAUTHIER, Dominique2004-03-15

Date of Execution

SIGNATURE OF LANOUE, Martin
LANOUE, Martin16-03-2004

Date of Execution

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IN DEPARTMENT

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P.05/06

F-151

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STATEMENT BY WITNESS

Signed in the presence of:

TRUDOLLEMMENS

Having a Full Postal Address of:

56 Flinner LnPrinceton N.J 08540

I hereby declare that I was personally present and did see CHAPDELAINE, Pascale who is personally known to me to be the person named in the assignment herein, duly sign and execute the same.

Witness Signature

SIGNATURE ON BEHALF OF
BELL MOBILITY Inc.

CHAPDELAINE, Pascale

I have authority to bind BELL MOBILITY Inc.

I hereby accept the invention on behalf of BELL MOBILITY Inc.

(Signature)



(Signature)

March 18, 2004

Date of Execution

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